

1 BILL NO. S-84-04- 44

2 SPECIAL ORDINANCE NO. S- 56-84

3 AN ORDINANCE approving Contract  
4 84-W-1, Division 1 - Northwest  
5 Reservoir, Cook Road Industrial  
6 Park Waterwork Improvement, by  
7 and between the City of Fort Wayne,  
8 Indiana and Preload Technology,  
9 Inc., in connection with the Board  
10 of Public Works.

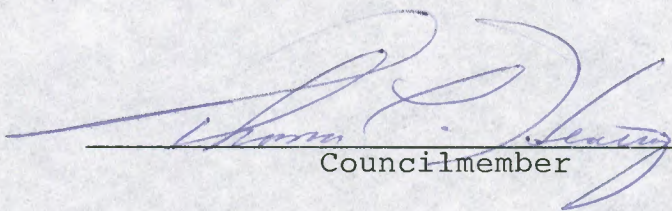
11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
12 THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That Contract 84-W-1, Division 1 - Northwest  
14 Reservoir, Cook Road Industrial Park Waterwork Improvement, by  
15 and between the City of Fort Wayne, Indiana and Preload Technology,  
16 Inc, in connection with the Board of Public Works, for:

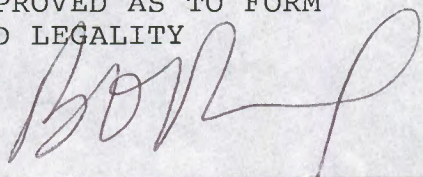
17 a 4.0 Million Gallon Prestressed  
18 Concrete Reservoir;

19 involving a total cost of Nine Hundred Seventy-Six Thousand Six  
20 Hundred Ninety and No/100 Dollars (\$976,690.00), all as more par-  
21 ticularly set forth in said Contract, and which is on file with  
22 the Office of the Board of Public Works and is by reference incor-  
23 porated herein, made a part hereof and is hereby in all things  
24 ratified, confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28   
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Henry,  
seconded by Stier, and duly adopted, read the second time  
by title and referred to the Committee City of Fort Wayne (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

DATE: 4-24-84

Marilyn E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Redd, and duly adopted, placed on its  
passage. PASSED 1 (LOST) by the following vote:

|                    | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>9</u>    | _____       | _____            | _____         | _____          |
| <u>BRADBURY</u>    | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>BURNS</u>       | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>EISBART</u>     | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>GiaQUINTA</u>   | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>HENRY</u>       | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>REDD</u>        | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>SCHMIDT</u>     | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>STIER</u>       | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>TALARICO</u>    | <u>✓</u>    | _____       | _____            | _____         | _____          |

DATE: 5-15-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-56-84  
on the 15th day of May, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 16th day of May, 1984,  
at the hour of 11:30 o'clock A. .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 21st day of May,  
1984, at the hour of 10 o'clock A. .M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



74-25-12  
4-18-84

CONTRACT 84-W-1

THIS AGREEMENT is dated as of the 18<sup>th</sup> day of April in the year 1984, by and between the CITY OF FORT WAYNE, INDIANA, by its Board of Public Works & Safety (hereinafter called OWNER), and PRELOAD TECHNOLOGY, INC., Garden City, New York, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: WATERWORKS IMPROVEMENTS.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

DIVISION I - NORTHWEST RESERVOIR, CONTRACT 84-W-1

ARTICLE 2. ENGINEER

The Project has been designed by Bonar & Associates, Inc., 616 South Harrison Street, Fort Wayne, Indiana 46802, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within One Hundred Fifty (150) Days after the date when the Contract Time commences to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within One Hundred Eighty (180) days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER, Fifty Dollars (\$50.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: Nine Hundred Seventy-Six Thousand, Six Hundred Ninety Dollars (\$976,690.00).



## ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided below. All progress payments will be on the basis of the Work, measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to:

95% of the Work completed, and  
95% of materials and equipment not incorporated in the Work but delivered and suitable stored, less in each case, the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

## ARTICLE 6. INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

## ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2 as he deems necessary for the performance of the



Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (pages 1 to 4, inclusive)
- 8.2 Project Manual
- 8.3 Performance Bonds and Certificates of Insurance
- 8.4 Notice of Award
- 8.5 General Conditions (pages GC/1 to GC/49 inclusive)
- 8.6 Supplementary Conditions (pages SC/1 to SC/28 inclusive)
- 8.7 EDA Supplemental General Conditions (Pgs 1-38 inclusive)
- 8.8 Specifications bearing the title, "Waterworks Improvements, EDA Grant No. 06-01-01959" and consisting of two divisions, as listed in table of contents thereof.
- 8.9 Drawings, consisting of a cover sheet and sheets numbered 1 thru 5 inclusive with each sheet bearing the following general title: "Division I - Northwest Reservoir, Contract 84-W-1".
- 8.10 CONTRACTOR'S Bid, pages 1 to 7 inclusive, marked Exhibit A.
- 8.11 Addenda Number 1, inclusive.
- 8.12 Any Modification, including change orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.



9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

THIS AGREEMENT will be effective on April 18, 19 84.

OWNER  
CITY OF FORT WAYNE, INDIANA

David Kierl  
[Signature]

CONTRACTOR  
PRELOAD TECHNOLOGY, INC.

By [Signature]  
JACK HORNSTEIN, VICE PRESIDENT  
(CORPORATE SEAL)

ITS BOARD OF PUBLIC WORKS & SAFETY

ATTEST:

[Signature]

ADDRESS FOR GIVING NOTICES:

\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
WIN MOSES, JR., MAYOR

ATTEST:

[Signature]  
ANNETTE DETJEMANN VOIGT  
ADDRESS FOR GIVING NOTICES:

839 STEWART AVENUE  
GARDEN CITY, NY 11530

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Preload Technology, Inc.  
(Name of Contractor)839 Stewart Avenue, Garden City, NY 11530  
(Address of Contractor)it \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)and Insurance Company of North America  
(Name of Surety)127 John Street, New York, New York 10038  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

City of Fort Wayne, Indiana  
(Name of Owner)Fort Wayne, Indiana 46802  
(Address of Owner)hereinafter called OWNER, in the penal sum of 976,690.00 Dollars, \$(976,690)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18<sup>th</sup> day of April 1984, a copy of which is hereto attached and made a part hereof for the construction of:4.0 Million Gallon Prestressed  
Concrete Reservoir - Contract # 84-W-1

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Executed in Triplicate

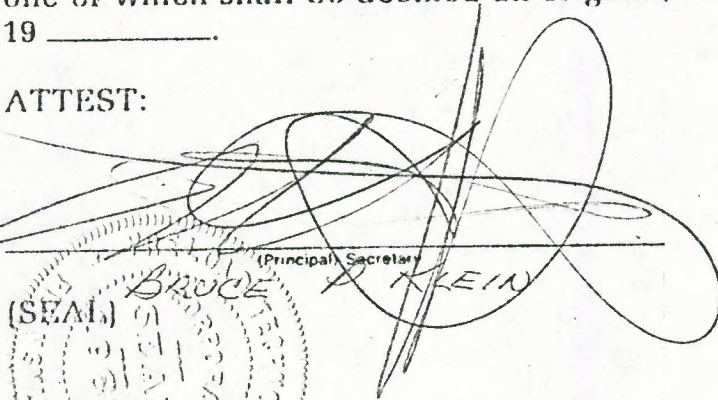


PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

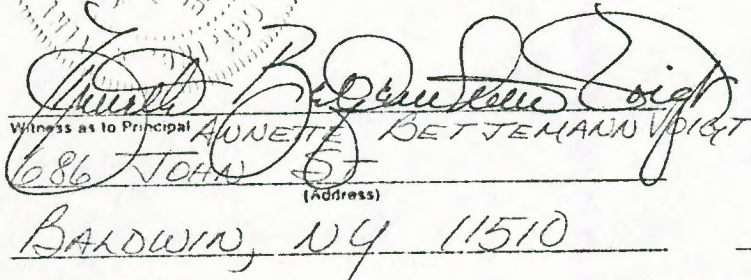
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

ATTEST:

  
(Principal) Secretary  
BRUCE KLEIN  
(SEAL)

Preload Technology Inc  
Principal  
By Jack Hornstein V.P. (S)  
839 STEWART AVENUE  
(Address)  
GARDEN CITY, NY 11530

  
Witness as to Principal  
ANNETTE BETTENMANN V.P.  
686 JOHN ST  
(Address)  
BALDWIN, NY 11510

ATTEST:

Warren J. Mueller  
Witness as to Surety  
V Virginia Road  
(Address)  
Bellerose, New York 10001

Insurance Co of America  
SURETY  
By George Roth  
(Attorney-in-Fact)  
14-66 105th St.  
(Address)  
Beechhurst, NY 11357

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

COUNTERSIGNED BY

David E. Hickman  
INDIANA RESIDENT AGENT



# POWER OF ATTORNEY

## INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

**Know all men by these presents:** That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint

JOHN E. ROE, WILLIAM HOLLAND, GEORGE ROTH,  
JOHN P. RAUCCI, and WILLIAM SAMMON, all of the City of New York, State of  
New York

each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said H. F. MC CRANIE, JR., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 8th day of July 1983.

(SEAL)



INSURANCE COMPANY OF NORTH AMERICA

by

H. F. MC CRANIE, JR.

Vice-President

STATE OF PENNSYLVANIA  
COUNTY OF DELAWARE

ss.

On this 8th day of July, A. D. 1983, before me, a Notary Public of the COMMONWEALTH OF PA. in and for the County of DELAWARE came

H. F. MC CRANIE, JR., Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of RADNOR, PA. the day and year first above written.

(SEAL)

JOAN LOUGHRAN - Notary Public  
Upper Darby, Delaware County, Pa.  
My Commission Expires Jan. 12, 1987

JOAN LOUGHRAN

Notary Public.

My commission expires

I, the undersigned, Assistant Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect. In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 10th day of APRIL 1984.

(SEAL)

BS-15579 Ptd. in U.S.A.

JAMES S. WYLLIE

Assistant Secretary



NEW YORK

STATE OF

COUNTY OF NEW YORK

On this 5TH day of JULY, 1983, before me personally appeared

VALD. TUCKER, to me known who, being by me duly sworn, did depose and say: That he resides in WEST CALDWELL, NEW JERSEY

; that he is Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA, the corporation described in and which executed for foregoing instrument: that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Attorney-in-Fact by order of the Board of Directors of said Corporation; and the deponent saith further that the Superintendent of Insurance of the State of New York has, pursuant to Section 327 of the Insurance Law of the State of New York, issued to the INSURANCE COMPANY OF NORTH AMERICA his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings and other obligations or guarantees, as provided in the Insurance Law of the State of New York and all laws amendatory thereof and supplementary thereto, and that such certificate has not been revoked; and that the assets of said Company, unencumbered and liable to execution exceed its debts and liabilities of every nature whatsoever, by Seven Hundred Thirty Four Million Dollars (\$734,000,000) ROSE SPATARO

Notary Public, State of New York

No. 24-4514957

Qualified in Kings County

(Seal)

### COPY OF RESOLUTION

BE IT REMEMBERED, that at a regular meeting of the Board of Directors of the INSURANCE COMPANY OF NORTH AMERICA, duly called and held at the office of the Company, in the City of Philadelphia, State of Pennsylvania, on the 28th day of May, 1975, a quorum being present, the following Resolution was duly adopted:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

### Financial Statement December 31, 1982

#### Admitted Assets

|  |                 |
|--|-----------------|
| Cash in Office and Banks               | \$ 67,090,434   |
| Government Bonds (amortized values)    | \$ 746,042,871  |
| Miscellaneous Bonds (amortized values) | \$1,051,834,753 |
| Stocks (market value)                  | \$ 967,086,338  |
| Accrued Interest                       | \$ 37,607,758   |
| Real Estate                            | \$ 19,464,864   |
| Premiums in Course of Collection       | \$ 315,101,224  |
| Funds Held by Ceding Reinsurers        | \$ 25,105,245   |
| All Other Assets                       | \$ 351,032,092  |

\$3,580,365,579

#### Liabilities

|                                       |                 |
|---------------------------------------|-----------------|
| Unpaid Claims and Claim Expense       | \$1,921,976,589 |
| Unearned Premiums                     | \$ 620,270,679  |
| Reserve for Taxes and Expenses        | \$ 35,649,841   |
| Other Liabilities                     | \$ 86,586,357   |
| Funds Held by Company under           |                 |
| Reinsurance Treaties                  | \$ 34,532,379   |
| Reinsurance in Non-Admitted Companies | \$ 34,364,945   |
| Ceded Reinsurance Balances Payable    | \$ 112,312,848  |
| Capital Paid In                       | \$ 56,785,545   |
| Surplus Paid In                       | \$ 137,100,213  |
| Unassigned Surplus                    | \$ 540,786,183  |

\$3,580,365,579

(\*Excludes premiums more than 90 days due.)

It is hereby certified that George Roth has been appointed Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA at NEW YORK, NEW YORK

that said appointment is in full force and effect as of the date hereof, that said appointment was made under and by authority of the foregoing Resolution, which said Resolution has been compared by me with the original thereof as recorded in the minute book of said Company and is a true and correct transcript thereof and is in full force and effect, and that the foregoing is a true and correct statement of the financial condition of the said Company, as of December 31, 1982.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 10TH

day of APRIL, 1984

*James J. Veltin*  
Secretary



Corp. Ack.

STATE OF New York

COUNTY OF Nassau

} ss.:

On this 10TH day of APRIL 19 84, before me personally came

GEORGE ROTH

to me known, who, being by me duly sworn, did depose and say; that he resides in BEECHHURST

NEW YORK

that he is the ATTORNEY- IN - FACT

of the INSURANCE COMPANY OF NORTH AMERICA the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Seal)

WILLIAM B. HOLLAND  
Notary Public, State of New York  
No. 52-1837000  
Qualified in Suffolk County  
Term Expires March 30, 1985



Corp. Ack.

STATE OF NEW YORK }  
COUNTY OF NASSAU } ss.:

On this 10TH day of APRIL, 1984, before me personally came

JACK HORNSTEIN

to me known, who, being by me duly sworn, did depose and say; that he resides in

OLD BETHDAGE, NY that he is the VICE PRESIDENT

of the PRELOAD TECHNOLOGY, INC. the corporation described in and which

executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Seal)

HARRIETTE MULLER  
Notary Public, State of New York  
30-3486250

Qualified in Nassau County  
Commission Expires March 30, 1985

*Harriette Muller*



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Prelod Technology, Inc.  
(Name of Contractor)839 Stewart Avenue, Garden City, NY 11530  
(Address of Contractor)a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)Insurance Company of North America  
(Name of Surety)127 John Street, New York, New York 10038  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

City of Fort Wayne, Indiana  
(Name of Owner)Fort Wayne, Indiana 46802  
(Address of Owner)hereinafter called OWNER, in the penal sum of Nine hundred seventy-six thousand, six hundred ninety <sup>10</sup>/<sub>100</sub> Dollars. \$ 976,690. <sup>10</sup>/<sub>100</sub>

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 17<sup>th</sup> day of April, 1984, a copy of which is hereto attached and made a part hereof for the construction of:4.0 Million Gallon Prestressed Concrete  
Reservoir - Contract # 84-W-1

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

*Executed in triplicate*



PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each

one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

ATTEST:

(Principal) Secretary  
 (SEAL) *BRUCE D. RILEY*  
 (Witness as to Principal)  
*MARIE BETTENDANN VOIGT*  
 6186 JOHN ST.  
 (Address)  
 BALDWIN, NY 11510

*Preload Technology, Inc.*  
 (Principal)  
 By *Jack Hornstein* (s)  
 JACK HORNSTEIN, V.P.  
 839 STEWART AVENUE  
 (Address)  
 GARDEN CITY, NY 11530  
*Insurance Co. of N. America*  
 (Surety)

ATTEST:

(Surety) Secretary  
 (SEAL)  
*Warren J. Mueller*  
 (Witness as to Surety)  
*2 Virginia Road*  
 (Address)  
 Bellerose, New York 11001

By *George Rath*  
 (Attorney-in-Fact)  
*George Rath*  
 (Address)  
 14-66 165<sup>th</sup> Street  
 Breechurst, NY 11357

NOTE: Date of BOND must not be prior to date of Contract.  
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

COUNTERSIGNED BY

*David E. Bickham*  
 INDIANA RESIDENT AGENT



**POWER OF ATTORNEY**  
**INSURANCE COMPANY OF NORTH AMERICA**  
PHILADELPHIA, PA.

**Know all men by these presents:** That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint

JOHN E. ROE, WILLIAM HOLLAND, GEORGE ROTH,  
JOHN P. RAUCCI, and WILLIAM SAMMON, all of the City of New York, State of  
New York -----

each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said H. F. MC CRANIE, JR. Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 8th day of July 1983.



(SEAL)

STATE OF PENNSYLVANIA  
COUNTY OF DELAWARE

ss.

On this 8th day of July, A. D. 1983, before me, a Notary Public of the COMMONWEALTH OF PA. in and for the County of DELAWARE came

H. F. MC CRANIE, JR. Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of RADNOR, PA. the day and year first above written.

JOAN LOUGHRAN - Notary Public  
Upper Darby, Delaware County, Pa.  
My Commission Expires Jan. 12, 1987

Joan Loughran  
JOAN LOUGHRAN Notary Public.

(SEAL)

My commission expires

I, the undersigned, ~~Assistant~~ Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect. In witness whereof, I have hereunto subscribed my name as ~~Assistant~~ Secretary, and affixed the corporate seal of the Corporation, this 10th day of April 1984.

(SEAL)

James S. Wyle  
JAMES S. WYLE Secretary



NEW YORK

STATE OF

COUNTY OF NEW YORK

On this 5TH day of JULY

LD TUCKER

to me known who, being by me duly sworn, did depose and say That he resides in

19 83 Before me personally appeared

WEST CALDWELL, NEW JERSEY

that he is Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA, the corporation described in and which executed for foregoing instrument that he knows the corporate seal of the said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Attorney-in-Fact by order of the Board of Directors of said Corporation; and the deponent saith further that the Superintendent of Insurance of the State of New York has, pursuant to Section 227 of the Insurance Law of the State of New York, issued to the INSURANCE COMPANY OF NORTH AMERICA his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings and other obligations or guarantees, as provided in the Insurance Law of the State of New York and all laws amendatory thereof and supplementary thereto, and that such certificate has not been revoked; and that the assets of said Company, unencumbered and liable to execution exceed its debts and liabilities of every nature whatsoever, by Seven Hundred Thirty Four Million Dollars (\$734,000,000.00) SPATARO

Witness my hand and seal the day and year aforesaid:

Notary Public, State of New York

No. 24-4514917

Qualified in Kings County

(Seal)

## COPY OF RESOLUTION

BE IT REMEMBERED, that at a regular meeting of the Board of Directors of the INSURANCE COMPANY OF NORTH AMERICA, duly called and held at the office of the Company, in the City of Philadelphia, State of Pennsylvania, on the 28th day of May, 1975, a quorum being present, the following Resolution was duly adopted:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice President, Resident Vice President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary; and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company as any case though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution; and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power; and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or copy copies of this Resolution, the By-Laws of the Company and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

## Financial Statement December 31, 1982

| Admitted Assets                        |                 | Liabilities                           |                 |
|--|-----------------|---------------------------------------|-----------------|
| Cash in Office and Banks               | \$ 47,080,431   | Unpaid Claims and Claim Expenses      | \$1,921,976,529 |
| Government Bonds (amortized values)    | \$ 445,042,871  | Unearned Premiums                     | \$ 620,270,679  |
| Miscellaneous Bonds (amortized values) | \$1,051,874,750 | Reserve for Taxes and Expenses        | \$ 35,649,841   |
| Stocks (market value)                  | \$ 967,086,333  | Other Liabilities                     | \$ 96,586,357   |
| Accrued Interest                       | \$ 37,607,758   | Funds Held by Company under           |                 |
| Real Estate                            | \$ 19,464,851   | Reinsurance Treaties                  | \$ 34,532,379   |
| Premiums in Course of Collection       | \$ 315,101,224  | Reinsurance in Non-Admitted Companies | \$ 34,364,945   |
| Funds Held by Ceding Reinsurers        | \$ 25,105,215   | Ceded Reinsurance Balances Payable    | \$ 112,317,918  |
| All Other Assets                       | \$ 351,232,902  | Capital Paid In                       | \$ 56,795,545   |
|  |                 | Surplus Paid In                       | \$ 137,109,213  |
|  |                 | Unassigned Surplus                    | \$ 549,786,183  |
|  | \$3,580,365,579 |                                       | \$3,580,365,579 |

\*Excludes premiums more than 90 days due

I, George Roth, certify that George Roth is duly appointed Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA at NEW YORK, NEW YORK

that said appointment is in full force and effect as of the date hereof, that said appointment was made under and by authority of the foregoing Resolution, which said Resolution has been compared by me with the original thereof as recorded in the minute book of said Company and is a true and correct transcript thereof and is in full force and effect, and that the foregoing is a true and correct statement of the financial condition of the said Company as of December 31, 1982

IN WITNESS WHEREOF, these foregoing statements have been signed and attested this 10th day of APRIL 19 84.

*James J. Nygel*  
Secretary



Corp. Ack.

STATE OF New York

COUNTY OF Nassau

} ss.:

On this 10TH day of APRIL 19 84, before me personally came

GEORGE ROTH

to me known, who, being by me duly sworn, did depose and say; that he resides in BEECHURST  
NEW YORK that he is the ATTORNEY- IN - FACT  
of the INSURANCE COMPANY OF NORTH AMERICA the corporation described in and which  
executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said cor-  
poration, and that he signed his name thereto by like order.

(Seal)

WILLIAM B. HILLAND  
Notary Public, State of New York  
No. 52-1937000  
Qualified in Suffolk County  
Term Expires March 30, 1985



Corp. Ack.

STATE OF

COUNTY OF

NEW YORK

NASSAU

ss.:

On this

10TH

day of

APRIL

19

84

, before me personally came

JACK HORNSTEIN

to me known, who, being by me duly sworn, did depose and say; that he resides in

OLD BETHPAGE, NY

that he is the

VICE PRESIDENT

of the PRELOAD TECHNOLOGY, INC.

the corporation described in and which

executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

HARRIETTE MULLER

(Seal)

Notary Public, State of New York

30-3486250

Qualified in Nassau County

Commission Expires March 30, 1985

Harriette Muller



# Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

|   |   |
|---|---|
| NAME AND ADDRESS OF AGENCY<br><br>City Underwriting Agency, Inc.<br>275 Jericho Turnpike<br>Floral Park, New York 11001 | <b>COMPANIES AFFORDING COVERAGES</b><br><br>COMPANY LETTER <b>A</b> Insurance Company of North America<br><br>COMPANY LETTER <b>B</b> Aetna Insurance Company<br><br>COMPANY LETTER <b>C</b> Liberty Mutual Insurance Company<br><br>COMPANY LETTER <b>D</b><br><br>COMPANY LETTER <b>E</b> |
| NAME AND ADDRESS OF INSURED<br><br>Preload Technology Inc.<br>839 Stewart Avenue<br>Garden City, New York 11530         |   |

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

| COMPANY LETTER | TYPE OF INSURANCE  | POLICY NUMBER      | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000)     |                 |                 |
|----------------|--|--------------------|------------------------|--|-----------------|-----------------|
|                |  |                    |                        |  | EACH OCCURRENCE | AGGREGATE       |
| A              | <b>GENERAL LIABILITY</b>   | GO 435387-0        | 04/15/85               | BODILY INJURY                              | \$ 1,000,       | \$ 1,000,       |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |                    |                        | PROPERTY DAMAGE                            | \$ 250,         | \$ 500,         |
|                | <input checked="" type="checkbox"/> PREMISES—OPERATIONS                  |                    |                        |  |                 |                 |
|                | <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD        |                    |                        |  |                 |                 |
|                | <input checked="" type="checkbox"/> UNDERGROUND HAZARD                   |                    |                        |  |                 |                 |
|                | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD |                    |                        |  |                 |                 |
|                | <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE                |                    |                        |  |                 |                 |
| B              | <b>AUTOMOBILE LIABILITY</b>  | CAL753679          | 04/15/85               | BODILY INJURY (EACH PERSON)                | \$              |                 |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |                    |                        | BODILY INJURY (EACH ACCIDENT)              | \$              |                 |
|                | <input checked="" type="checkbox"/> OWNED                                |                    |                        | PROPERTY DAMAGE                            | \$              |                 |
|                | <input checked="" type="checkbox"/> HIRED                                |                    |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 1,000,       |                 |
|                | <b>EXCESS LIABILITY</b>  |                    |                        |  |                 |                 |
|                | <input type="checkbox"/> UMBRELLA FORM                                   |                    |                        |  |                 |                 |
|                | <input type="checkbox"/> OTHER THAN UMBRELLA FORM                        |                    |                        |  |                 |                 |
| C              | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>                    | WC1-341-037805-014 | 02/24/85               | STATUTORY                                  |                 |                 |
|                | <b>OTHER</b>   |                    |                        |  | \$ 100,         | (EACH ACCIDENT) |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES**

Construction of 4.0 Million Gallon Prestressed concrete reservoir, City of Fort Wayne, Indiana, Contract 84-W-1

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~XXXXXX~~ to mail 15 days written notice to the below named certificate holder, ~~XXXXXX~~ *or materially altered*

**NAME AND ADDRESS OF CERTIFICATE HOLDER:**

City of Fort Wayne  
Board of Public Works  
Fort Wayne, Indiana 46802

DATE ISSUED: April 6, 1984 WM:po

*John E. Doe*  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
CITY UNDERWRITING AGENCY, INC.



# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

City Underwriting Agency, Inc.  
275 Jericho Turnpike  
Floral Park, New York 11001

## COMPANIES AFFORDING COVERAGES

|                |   |
|----------------|---|
| COMPANY LETTER | <b>A</b> Insurance Company of North America |
| COMPANY LETTER | <b>B</b>                                    |
| COMPANY LETTER | <b>C</b>                                    |
| COMPANY LETTER | <b>D</b>                                    |
| COMPANY LETTER | <b>E</b>                                    |

NAME AND ADDRESS OF INSURED

City of Fort Wayne, Indiana,  
Preload Technology, Inc. &  
Subcontractors, A.T.I.M.A.  
839 STEWART AVENUE  
Garden City, New York 11530

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

| COMPANY LETTER | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000)           |                 |           |
|----------------|--|---------------|------------------------|--|-----------------|-----------|
|                |  |               |                        |  | EACH OCCURRENCE | AGGREGATE |
|                | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMPREHENSIVE FORM<br><input type="checkbox"/> PREMISES—OPERATIONS<br><input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD<br><input type="checkbox"/> UNDERGROUND HAZARD<br><input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD<br><input type="checkbox"/> CONTRACTUAL INSURANCE<br><input type="checkbox"/> BROAD FORM PROPERTY DAMAGE<br><input type="checkbox"/> INDEPENDENT CONTRACTORS<br><input type="checkbox"/> PERSONAL INJURY |               |                        | BODILY INJURY<br>\$                              | \$              | \$        |
|                |  |               |                        | PROPERTY DAMAGE<br>\$                            | \$              | \$        |
|                |  |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED<br>\$ | \$              | \$        |
|                |  |               |                        | PERSONAL INJURY                                  |                 | \$        |
|                | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> COMPREHENSIVE FORM<br><input type="checkbox"/> OWNED<br><input type="checkbox"/> HIRED<br><input type="checkbox"/> NON-OWNED   |               |                        | BODILY INJURY (EACH PERSON)<br>\$                | \$              |           |
|                |  |               |                        | BODILY INJURY (EACH ACCIDENT)<br>\$              | \$              |           |
|                |  |               |                        | PROPERTY DAMAGE<br>\$                            | \$              |           |
|                |  |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED<br>\$ | \$              |           |
|                | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM   |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED<br>\$ | \$              | \$        |
|                | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>  |               |                        | STATUTORY<br>\$                                  | (EACH ACCIDENT) |           |
| <b>A</b>       | <b>OTHER</b><br>Installation Floater   | BIP102823585  | 04/15/85               | All Risk/Per Form<br>\$976,690.00                |                 |           |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Construction of 4.0 Million gallon prestressed concrete reservoir, City of Fort Wayne, Indiana, Contract 84-W-1

**Cancellation:** Should any of the above described policies be cancelled <sup>or materially altered</sup> before the expiration date thereof, the issuing company will ~~extend~~ to mail 15 days written notice to the below named certificate holder. ~~xxxxxx~~

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Fort Wayne, Board of Public Works  
Fort Wayne, Indiana 46802

DATE ISSUED: April 6, 1984 WM:po

AUTHORIZED REPRESENTATIVE

CITY UNDERWRITING AGENCY, INC.



BILL NO. S-84-04-44

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving Contract 84-W-1, Division 1 - Northwest Reservoir,  
Cook Road Industrial, Park Waterwork Improvement, by and between the  
City of Fort Wayne, Indiana and Preload Technology, Inc., in connection  
with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

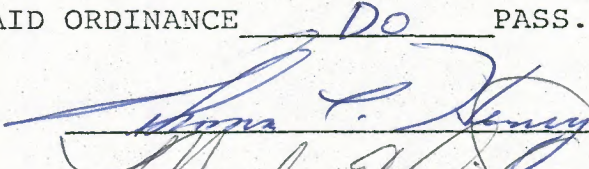
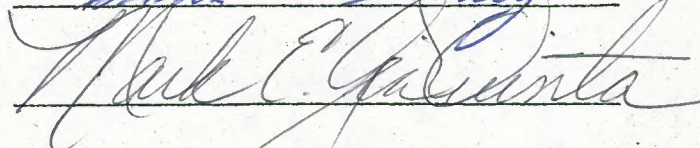

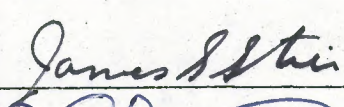
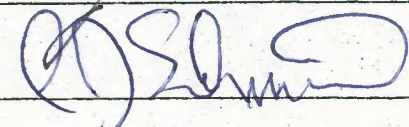
THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT



TITLE OF ORDINANCE Contract 84-W-1, Division I - Northwest Reservoir, Cook Rd. Industri  
Park Waterworks Improvement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This contract 84-W-1, Division I, is for a 4.0 Million Gallon  
Prestressed Concrete Reservoir. Preload Technology, Inc., is the contractor.

EFFECT OF PASSAGE Waterwork Improvement

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$976,690.00

ASSIGNED TO COMMITTEE \_\_\_\_\_